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Rau, Alan S

Contracts A & B. Supplement

CONTRACTS A & B

Mr. Rau

SUPPLEMENT I

I. Remedies for Breach of Promise

For our first class, please read pp. xvii-xxxi and 3-4 in Milner, Cases and Materials on Contracts (2d ed. 1971), and Hawkins v. McGee (New Hampshire 1929) (to be found in the Supplement).

I expect to proceed thereafter in the following order:

Peevyhouse v. Garland Coal & Mining Co. (Oklahoma 1962) (Supp.); Milner, pp. 43-45

Milner, pp. 5-27

Milner, pp. 27-33; Jarvis v. Swan Tours Ltd. (England, Court of Appeal 1972) (Supp.)

Milner, pp. 33-41; Billetter v. Posell (California 1949 (Supp.))

Milner, pp. 41-43, 91-107 (Please read also sections 48 and 49 of the Ontario Sale of Goods Act, which appear in Milner at pp. 53-54).

Milner, pp. 54-57.

Freedhoff v. Pomalift Industries Ltd. (Ontario, Court of Appeal 1971) (Supp.)

Milner, pp. 71-91; excerpts from Holmes, The Path of the Law (Supp.)

Milner, pp. 63-67.

Note on Assumpsit and the Common-Law Counts (Supp.)

Milner, pp. 57-61

[Note: By this point you should have at least some familiarity with the material dealing with the Statute of Frauds at pp. 291-316 in Milner, which you are expected to master on your own.]

Oliver v. Campbell (California 1954) (Supp.)

Milner, pp. 61-63

Milner, pp. 67-71; Britton v. Turner (New Hampshire 1834) (Supp.)

To be read at leisure, and taken with a grain of salt:
Barth, The Sot-Weed Factor 236-7 (Universal Lib.) (attached)

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